



September 13, 2019

## WHITEHOUSE COUNCIL AGENDA

September 17, 2019

6:30 P.M.

Notice is hereby given that the Whitehouse Village Council will meet on Tuesday, September 17, 2019, at 6:30 PM. This meeting will be held in the Council Chambers, Village Hall, 6925 Providence Street, Whitehouse, Ohio.

Welcome and thank you for attending the Whitehouse Village Council meeting. The purpose of the Village Council meeting is to conduct the official business of the Village of Whitehouse and to hear citizen's comments pertaining to items that appear on the agenda and comments for future consideration. We welcome and encourage your participation. If you wish to make a comment, please wait to be recognized then step to the podium and state your name and address for the record. Please make your comments as concise as possible to allow time for others who wish to make comments. The Mayor presides over the Council meeting and has the authority to take the actions necessary to maintain order and proper decorum among those present. Thank you for your cooperation.

- I. Call to Order
- II. Roll Call
- III. Prayer: TBD
- IV. Pledge of Allegiance
- V. Adoption of Minutes of the September 3, 2019 Council Meeting
- VI. Adoption of Bills dated September 13, 2019 and the Addendum bills dated September 17, 2019
- VII. Introduction of Persons to Appear Before Council
  - A. Nancy Beeman on behalf of the Maumee Area River Ride will Appear to Request Use of Village Park, the Shelterhouse and Pavilion on August 7-9, 2020 for their annual event.
  - B. Anthony Wayne High School will be requesting use of Village Streets on October 4, 2019 for the Annual Homecoming Parade
- VIII. Committee Reports
  - A. Report on the September 10, 2019 Committee of the Whole Meeting
    1. Take action on recommendation for contract with Jacob Barnes for zoning services

**6925 Providence Street . PO Box 2476 . Whitehouse, Ohio 43571**  
**Phone 419-877-5383 . Fax 419-877-5635**  
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2. Take action on recommendation to solicit bids for the Industrial Park Entrance Sign
  3. Take action on health, dental and life insurance recommendation
- B. Report on the September 12, 2019 Charter Revision Commission Meeting
- IX. Report of the Mayor
  - A. Proclamation for Prostate Cancer Awareness Month
- X. Report of the Clerk of Council
- XI. Report of the Village Administrator
- XII. Report of the Village Solicitor
- XIII. Report from Department Heads
- XIV. Citizen Comments on Agenda Items
- XV. Ordinances
  - A. Ordinance 23-2019: Authorizing the Village of Whitehouse, Lucas County, Ohio, to Enter into a Uniform Water Purchase and Supply Agreement with the City of Toledo
- XVI. Resolutions
  - A. Resolution 20-2019: Authorizing a Contract with the Village Zoning Inspector, Jacob Barnes
- XVII. Council Comments
- XVIII. Citizen Comments
- XIX. Adjournment

## MEMORANDUM

FOR: Mayor Donald Atkinson and Members of the Whitehouse Village Council

FROM: Jordan D. Daugherty, Village Administrator

SUBJECT: Council Meeting of Tuesday, September 17, 2019

DATE: September 13, 2019

The Whitehouse Village Council is scheduled to meet on Tuesday, September 17, 2019, at **6:30 PM** in the Council Chambers, Village Hall, 6925 Providence Street, Whitehouse, Ohio 43571.

Following the Mayor's call to order, the Council Clerk's roll call, the prayer for Council, and the Pledge of Allegiance, Council can review and approve the September 3, 2019 Council meeting minutes, the Council bills dated September 13, 2019 and the addendum bills dated September 17, 2019.

Nancy Beeman on behalf of the Maumee Area River Ride will appear to request use of Village Park, the Shelterhouse and Pavilion for August 7-9, 2020 for their annual event. There will also be a request from Anthony Wayne High School for use of Village Streets on October 4, 2019 for the annual Homecoming parade.

There will be reports on two meetings. The first is the September 10, 2019 Committee of the Whole meeting. There will be three items to take action from this meeting:

- The recommendation for a contract with Jacob Barnes for zoning services
- A recommendation to solicit bids for the Industrial Park Entrance Sign.
- The recommendation for health, dental and life insurance.

The second report will be on the September 12, 2019 Charter Revision Commission meeting.

The Mayor will read a proclamation for Prostate Cancer Awareness Month.

The Solicitor will provide Ordinance 23-2019 authorizing the Village of Whitehouse to enter into a uniform water purchase and supply agreement with the City of Toledo and Resolution 20-2019 authorizing a contract with the Village Zoning Inspector, Jacob Barnes.

The Mayor could then entertain citizen comments.

Finally, the Mayor can call for adjournment.

Respectfully submitted,  
Jordan D. Daugherty  
Village Administrator

At 6:30 PM Mayor Don Atkinson called the meeting to order.

ROLL CALL: Bill May, Louann Artiaga, Richard Bingham, Rebecca Conklin Kleiboemer, Mindy Curry, Bob Keogh, and Bill May. Also present were the following: Administrator Jordan Daugherty, Solicitor Kevin Heban, Director of Public Services Steve Pilcher, Police Chief Mark McDonough, Fire Chief Joshua Hartbarger, Clerk Susan Miller, Charles Brundy, David Burkett, Rob Casaletta, Fred Ortner, Karen Gerhardinger, Yvonne Walters, Jeff Yoder, David and Sharon Prueter, and Ed Kaplan.

Council Prayer was given by Pastor Matthew Lash of Community of Christ Church.

Motion by Bob Keogh, seconded by Rebecca Conklin Kleiboemer to approve the minutes of the August 20, 2019 meeting. 6 ayes

Motion by Bob Keogh, seconded by Bill May to approve the bills totaling \$66,757.61 dated August 30, 2019 and the Addendum bills totaling \$220,897.49 dated September 3, 2019. 6 ayes

Motion by Richard Bingham, seconded by Louann Artiaga for closure of Providence Street and Safety Services assistance for the Veteran's Memorial Park dedication on September 21, 2019 from 11:00 AM- 12:00 PM. 6 ayes

Motion by Rebecca Conklin Kleiboemer, seconded by Mindy Curry to approve use of the pavilion and safety services assistance for the Whitehouse Veteran's Memorial River Run on September 28, 2019 from 9:00 AM – 4:00 PM. 6 ayes

Motion by Bill May, seconded by Bob Keogh to authorize the Solicitor to prepare legislation authorizing the Village of Whitehouse, Lucas County, Ohio to Enter into a Uniform Water Purchase and Supply Agreement with the City of Toledo. 6 ayes

Mayor Don Atkinson asked for Citizen Comments pertaining to Agenda items. There were none.

Motion by Bob Keogh, seconded by Mindy Curry to accept Ordinance 23-2019 authorizing the Village of Whitehouse, Lucas County, Ohio to Enter into a Uniform Water Purchase and Supply Agreement with the City of Toledo at its first reading. 5 ayes, 1 nay Richard Bingham

Other items discussed:

- Tree City USA, Farmer's market table, budget increase, Eagle Scout project, identifying trees along the bike path, donations, Tree inventory update, tree

removals, Silva cells, Pictures for the Growth Award, survey cemeteries, invasive species removal, bag worms at the roundabout trees to be treated in May or June

- Water meeting, rates, lead, discounts, Toledo passed unanimously, monumental cooperation, Thank you to Mayor Atkinson, needs to be accomplished by October 18, 2019, Technical Committee, Legal Committee, Council will set the wholesale rates – Toledo can veto, \$500 Million in improvements mandated by the EPA, two high powered intakes, we aren't responsible for the lead pipes in Toledo, Safe, Abundant, reasonable rates, Monroe Michigan as an alternate supply
- Water contract answers questions, Everyone to be paying the same wholesale rate by 2027, 5% Increase/year – has been a 9% increase/year, contract is a true joint effort, Gary Sommer will be at the next Council meeting to answer questions, rates, capital improvements, 40 year contract – Out clause is designed to deter from opting out but no minimum amount of water must be purchased, finding redundancy is the first charge of the commission, any other source the same would apply, Quantity, Quality, Price, 40 year contract to address that much debt, the Technical Committee is comprised of people that know about water, the Village was well represented legally, substantial saving to Whitehouse, thank you to everyone that worked on it, Price to Residents is the Village Cost, thank you Director of Public Services Steve Pilcher
- Marcy Kaptur will be speaking at the Veteran's Memorial Park dedication at 11:00 September 21, 2019
- Mayor Don Atkinson won a flag that flew over the Capital and donated it to fly in Veteran's Memorial Park
- Thank you for the support for paver brick purchases
- Economic Development Committee, 64 Corridor beautification, land use plan, networking event, very encouraged, October 22, 2019 will be the next meeting, stressing Quality over Quantity
- Streetscaping Phase III, Health, dental, life insurance quotes, October 1, 2019 renewal period, Multiyear contract with the zoning inspector, he's done a great job
- Flu shots September 25, 2019 from 4:00 – 7:00 PM at Village hall, other vaccines available
- Diagonal parking on Providence
- Buckeye Cable placing utility in the easement, have the right to do that, we have petitioned them to come
- Whitehouse Community Market on Wednesday
- Petition for conforming boundaries approved unanimously and final
- Chickens in the Village, Leaf collection procedure - contact the police if leaves are in the roadway, Lucas County Board of Elections are on the agenda with the Charter Commission Meeting on September 12, 2019
- Lights are going up on 64, Veteran's Memorial Park alley – one way, chemicals being sprayed On the soccer fields right before the kids arrive, Large stones are set for the downtown area

Regular

September 3,

19

Motion by Bob Keogh, seconded by Rebecca Conklin Kleiboemer to adjourn at 7:29 PM.  
6 ayes

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Duly Appointed Clerk of Council

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Mayor

**COUNCIL BILLS**  
**9/13/2019**

VENDOR	DEPARTMENT	AMOUNT	TOTAL	DESCRIPTION
A. W. Board of Education	POLICE	\$2,625.46		Fuel
A. W. Board of Education	FIRE	\$908.52		Fuel
A. W. Board of Education	PARKS	\$469.41		Fuel
A. W. Board of Education	MAINTENANCE	\$187.91		Fuel
A. W. Board of Education	STREETS	\$228.44		Fuel
A. W. Board of Education	LIFE SQUAD	\$611.94		Fuel
A. W. Board of Education	WATER	\$854.36		Fuel
A. W. Board of Education	SEWER	\$73.64	\$5,959.68	Fuel
Amsterdam	POLICE	\$116.74	\$116.74	Pens
B&J Concrete and Construction	CAPITAL PROJECTS	\$231,562.29	\$231,562.29	VMP & Streetscape
Barnes, Jacob	ZONING	\$1,250.00	\$1,250.00	Zoning Inspection Contract
BoundTree	FIRE	\$217.36	\$217.36	EMS Supplies
Century Equipment	WATER	\$1,556.21	\$1,556.21	Backflow Devices
DJL Material & Supply	STREETS	\$8,337.25	\$8,337.25	Street Crack Sealing
Fastenal	WATER	\$21.11	\$21.11	Part
Fisher Auto Parts	MAINTENANCE	\$423.12	\$423.12	Parts
General Pro Hardware	FIRE	\$80.29		Supplies
General Pro Hardware	MAINTENANCE	\$22.56		Supplies
General Pro Hardware	PARKS	\$210.35		Supplies
General Pro Hardware	POLICE	\$5.58		Supplies
General Pro Hardware	SEWER	\$21.75		Supplies
General Pro Hardware	STREETS	\$70.31		Supplies
General Pro Hardware	WATER	\$36.70	\$447.54	Supplies
JA Doyle	ADMINISTRATION	\$3,900.00	\$3,900.00	Lodge Conceptual Drawings (2nd 1/2 Payment)
KS StateBank	FIRE	\$2,047.67	\$2,047.67	Turnout Gear Payment
Kuhlman Corp	WATER	\$1,145.70	\$1,145.70	Meter Parts
Lucas County Treasurer	ADMINISTRATION	\$991.76	\$991.76	Share of EMA Budget 2019
MAAKIL Group	ADMINISTRATION	\$2,397.50	\$2,397.50	Witte Walk Construction Inspection
MASI	WATER	\$57.75	\$57.75	Water Sample Analysis
McKesson Medical	FIRE	\$490.25	\$490.25	EMS Supplies
Minuteman Press	ADMINISTRATION	\$84.94	\$84.94	Printing VMP Dedication Invitations
MT Business Technologies, Inc.	POLICE	\$90.07		Copier Charges
MT Business Technologies, Inc.	MAINTENANCE	\$193.77	\$283.84	Copier Charges

VENDOR	DEPARTMENT	AMOUNT	TOTAL	DESCRIPTION
Nilsson's Landscape	STREETS	\$753.50	\$753.50	Roundabout Bed Maintenance
Office Depot	POLICE	\$59.11	\$59.11	Office Supplies
Pahl Ready Mix Concrete	PARKS	\$582.72		Concrete
Pahl Ready Mix Concrete	STREETS	\$509.89	\$1,092.61	Concrete
Perfect Sweep	STREETS	\$200.00	\$200.00	Street Sweeping
Perrysburg Pipe	WATER	\$62.45	\$62.45	Part
Sautter's	FIRE	\$17.96	\$17.96	Supplies
Smart Bill	ADMINISTRATION	\$317.95	\$317.95	Veterans Memorial Park Dedication Inserts
Stoneco	MAINTENANCE	\$429.31	\$429.31	Berm & Screening Stone
Time Warner Cable	POLICE	\$351.16		Phones & Internet
Time Warner Cable	FIRE	\$144.97		Phones & Internet
Time Warner Cable	PARKS	\$104.98		Phones & Internet
Time Warner Cable	MAINTENANCE	\$329.91		Phones & Internet
Time Warner Cable	LIFE SQUAD	\$144.96		Phones & Internet
Time Warner Cable	WATER	\$150.28		Phones & Internet
Time Warner Cable	SEWER	\$150.27	\$1,376.53	Phones & Internet
Toledo Edison	STREETS	\$794.65		Electrical Charges
Toledo Edison	SEWER	\$77.24	\$871.89	Electrical Charges
Triotech	WATER	\$142.50	\$142.50	Restore Files on Steve's Computer
Triotech	ADMINISTRATION	\$540.00	\$540.00	Office 365 & Antivirus
UniFirst Corporation	POLICE	\$18.80		Rug Cleaning
UniFirst Corporation	MAINTENANCE	\$18.80		Rug Cleaning
UniFirst Corporation	FIRE	\$19.19		Rug Cleaning
UniFirst Corporation	LIFE SQUAD	\$19.18	\$75.97	Rug Cleaning
US Bank	MAINTENANCE	\$119.50		Copier Payment
US Bank	POLICE	\$119.50	\$239.00	Copier Payment
Verizon Wireless	POLICE	\$219.66		Cell Phones & Data
Verizon Wireless	FIRE	\$143.04		Cell Phones & Data
Verizon Wireless	ADMINISTRATION	\$109.83		Cell Phones & Data
Verizon Wireless	WATER	\$38.88		Cell Phones & Data
Verizon Wireless	SEWER	\$38.88		Cell Phones & Data
Verizon Wireless	STREETS	\$12.76		Cell Phones & Data
Verizon Wireless	MAINTENANCE	\$12.76		Cell Phones & Data
Verizon Wireless	SANITATION	\$12.76		Cell Phones & Data
Verizon Wireless	PARKS	\$12.76	\$601.33	Cell Phones & Data
Verizon Wireless	FIRE	\$207.18	\$207.18	Supplies
Waterville Hardware		\$268,278.00	\$268,278.00	





## Request for Special Event

Village of Whitehouse  
PO Box 2476, Whitehouse, OH 43571  
Phone: (419) 877-5383/ Fax: (419) 877-5635

Name of Event: MARR (MAUMEE AREA RIVER RIDE)  
Coordinator/Contact Person: NANCY BEEMAN  
Address: 10916 PINE VISTA DR, WHITEHOUSE  
Phone: 419-481-2000 Email: NBEEMAN@SRCGLOBAL.NET  
FAX: -

Event Date(s): AUG 7, 8, 9 (AUG 8) Event Hours: 7:00 - 4:00

Estimated Number of Attendance: 350

Brief Description of Event: BICYCLE RIDE FOLLOWED BY CATERED LUNCH WITH BEER GARDEN. ACTUAL EVENT ON SAT, 8TH. NEED FRIDAY FOR STAGING EQUIPMENT INTO SHELTER HOUSE, AND SUNDAY FOR CLEAN-UP.

Will the Event Use Signage/Attraction Devices? ☒ Yes ☐ No

Amplified Voice/Music? ☒ Yes ☐ No

Food/Beverage Sales? ☒ Yes ☐ No Alcoholic Beverage Sales: ☒ Yes ☐ No

Product Sales? ☐ Yes ☒ No Other (explain):

If YES to any of the above, please explain: WE HAVE SIGNS DIRECTING RIDERS TO ROUTE WE HAVE AN ANNOUNCER (KEEPS MUSIC AT LOW LEVEL). WE HAVE CATERED LUNCH AND SELL BEER/BEVERAGES.

Identify any Village services, public facilities, or equipment you are requesting in conjunction with this event:

( ) Police Assistance ( ) Streets Closed (☒ ) Enclosed Shelterhouse (☒ ) Pavilion (☒ ) Other

Explain: WE ARE REQUESTING THE SHELTER HOUSE, PAVILLION AND GRASSY AREA IN BETWEEN W/ FEW PICNIC TABLES (PAVILLION & GRASS ARE FENCED OFF FOR BEER GARDEN)

PLEASE supply a map highlighting the property, temporary structures (identifying use and activity), pedestrian ways and/or streets that will be impacted by this event.

We are pleased that you have chosen Whitehouse and honored to be a part of your function. Depending on what types of assistance your function requires, at times these activities require overtime pay for Village personnel. At the current time, no fees are charged, however, if you would like to donate to offset the associated costs, please feel free to donate to: Village of Whitehouse, PO Box 2476, Whitehouse, OH 43571

### READ THE FOLLOWING BEFORE SIGNING

#### The submittal of this event form does not ensure approval of the event.

Be advised, the Village cannot accommodate every event and some events may require reimbursement for services rendered. You must attach to this application either an Insurance Policy or a Certificate of Insurance that includes the policy number, amount of coverage, and the provision that the Village of Whitehouse is included as an Additional Insured. The insurance requirements depend on the risk level of the event.

The applicant agrees to defend, indemnify, and hold harmless the Village of Whitehouse from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Village of Whitehouse by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of this activity

Signature: [Signature] Date: Sept 3, 2019

6925 Providence Street . PO Box 2476 . Whitehouse, Ohio 43571

Phone 419-877-5383 . Fax 419-877-5635

whitehouseoh.gov

RETURN FROM RIDES  
ON BIKE PATH

BIKE ROUTE OUT OF TOWN

BIKE PATH

GENERAL'S

ST LUIS ST.

SHELTER HOUSE

4' SNOW  
FENCE  
FOR BEER  
GARDEN

ADAM

LUCAS ST.

PROVIDENCE ST.





## Request for Special Event

Village of Whitehouse  
PO Box 2476, Whitehouse, OH 43571  
Phone: (419) 877-5383/ Fax: (419) 877-5635

Name of Event: Anthony Wayne Homecoming Parade  
Coordinator/Contact Person: Janelle Patek-Rhodes  
Address: 5967 Finzel Road, Whitehouse OH 43571  
Phone: 419-877-0466 Email: jpatek@anthonywayneschools.org  
FAX: \_\_\_\_\_  
Event Date(s): October 4 Event Hours: 5p-6p  
Estimated Number of Attendance: \_\_\_\_\_  
Brief Description of Event: Homecoming parade, route has been sent to Chuck Kessinger.

Will the Event Use Signage/Attraction Devices? \_\_\_\_ Yes ☒ No  
Amplified Voice/Music? ☒ Yes \_\_\_\_ No  
Food/Beverage Sales? \_\_\_\_ Yes ☒ No Alcoholic Beverage Sales: \_\_\_\_ Yes ☒ No  
Product Sales? \_\_\_\_ Yes ☒ No Other (explain): \_\_\_\_\_  
If YES to any of the above, please explain: Marching band

Identify any Village services, public facilities, or equipment you are requesting in conjunction with this event:

( ) Police Assistance ☒ Streets Closed ( ) Enclosed Shelterhouse ( ) Pavilion ( ) Other  
Explain: \_\_\_\_\_

**PLEASE supply a map highlighting the property, temporary structures (identifying use and activity), pedestrian ways and/or streets that will be impacted by this event.**

We are pleased that you have chosen Whitehouse and honored to be a part of your function. Depending on what types of assistance your function requires, at times these activities require overtime pay for Village personnel. At the current time, no fees are charged, however, if you would like to donate to offset the associated costs, please feel free to donate to: Village of Whitehouse, PO Box 2476, Whitehouse, OH 43571

### **READ THE FOLLOWING BEFORE SIGNING**

#### **The submittal of this event form does not ensure approval of the event.**

Be advised, the Village cannot accommodate every event and some events may require reimbursement for services rendered. You must attach to this application either an Insurance Policy or a Certificate of Insurance that includes the policy number, amount of coverage, and the provision that the Village of Whitehouse is included as an Additional Insured. The insurance requirements depend on the risk level of the event.

The applicant agrees to defend, indemnify, and hold harmless the Village of Whitehouse from any claim, demand, suit, loss, cost of expense, or any damage which may be asserted, claimed or recovered against or from the Village of Whitehouse by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death, arises out of this activity

Signature: \_\_\_\_\_

Date: 9.12.19

6925 Providence Street . PO Box 2476 . Whitehouse, Ohio 43571

Phone 419-877-5383 . Fax 419-877-5635

whitehouseoh.gov

**REQUEST FOR POLICE/SECURITY SERVICES—VILLAGE OF WHITEHOUSE, OHIO**

TYPE OF FUNCTION/ACTIVITY: Parade

DATE/TIME OF FUNCTION/EVENT: 10/4/19 5pm

LOCATION: route attached

NUMBER OF OFFICERS REQUESTED: \_\_\_\_\_

EVENT COORDINATOR CONTACT INFORMATION:

NAME Janelle Patek-Rhodes

ORGANIZATION Anthony Wayne High School

ADDRESS 5967 Finzel Rd  
Whitehouse, OH 43571

PHONE 419-877-0466

EMAIL jpatek@anthonywayneschools.org

FAX \_\_\_\_\_

Donations for services rendered may be made payable to:

The Village of Whitehouse  
6925 Providence St.  
P.O. Box 2476  
Whitehouse, OH 43571

*For Office Use Only*

Date: \_\_\_\_\_

\_\_\_\_ Approved as requested.

\_\_\_\_ Approved, with modifications (specify): \_\_\_\_\_

\_\_\_\_ Disapproved (specify): \_\_\_\_\_

Chief of Police \_\_\_\_\_

CC: Village Administrator

Public Service Director

Fire Chief

Community Development Coordinator

## AGREEMENT FOR POLICE/SECURITY SERVICE

WHEREAS, by Resolution, the Village Administrator of the Village of Whitehouse, Ohio, is authorized and empowered to enter into written agreements with public or private organizations, to assign public safety officers to special duties, with such organizations, when, in the opinion of the Village Administrator and the Chief of Police, such duty serves the purpose of public safety, traffic control and the public welfare.

Now, therefore, it is agreed by and between the parties as follows:

1. The Chief of Police shall assign public safety officers (officers) to duty at:

X See attached map showing locations  
and that such officer(s) shall at all times be under the control of the Chief of Police.

2. The uniform of the officer(s) shall at all times be under the control of the Chief of Police.
3. Officer(s) who are assigned to this event shall be paid for this service in accordance with the Personnel Policies and Procedures Manual of the Village of Whitehouse, Ohio.
4. The Village of Whitehouse agrees to furnish officer(s) under the terms of this agreement, if and only if, officer(s) are available for such duty as determined by the Chief of Police.
5. Duties of any officer(s) assigned shall be limited to the boundaries of the Village of Whitehouse, Ohio. Exceptions would include those that serve law enforcement interests outside the boundaries of the Village of Whitehouse (i.e., Anthony Wayne School District off-campus, school-sponsored activities, etc.).
6. The Event Coordinator/Contact Person/Sponsoring Entity may provide a donation for security services made payable to *The Village of Whitehouse*.
7. Officer(s) assigned under terms of this contract shall be covered by Workmen's Compensation paid on the officer's behalf by the Village of Whitehouse.
8. This agreement may be canceled by either party by 30-day written notice or to the mutual satisfaction of both undersigned parties.
9. Requests for additional/reduction of officers to supplement this initial agreement must be made to the Village Administrator no later than fifteen (15) days from the date of the scheduled event. The Police Chief reserves the right to honor or reject these requests based upon officer availability and/or needs of the agency.

This agreement entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Village of Whitehouse, County of Lucas, State of Ohio, and the Event Coordinator/Contact Person, in witness whereof the parties hereunto have set their hands at Whitehouse, Ohio.

\_\_\_\_\_  
Village Administrator

Janelle Batek-Rhodes  
Event Coordinator/Contact Person

# Anthony Wayne Local Schools



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## Anthony Wayne High School

5967 Finzel Road, Whitehouse, Ohio 43571

Phone: 419-877-0466 FAX: 419-877-5028

[www.anthonywayneschools.org](http://www.anthonywayneschools.org)

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Sept. 2019

Village of Whitehouse Offices

6925 Providence ST

Whitehouse, OH 43571

Dear Village of Whitehouse,

We would like to respectfully ask your permission to use the following Homecoming Parade route for our celebration Friday, October 4, 2019. The parade will assemble and begin at the North parking lot of the high school, go straight over Finzel to Grover, to Cemetery, to Rupp, and left on Finzel. The homecoming procession will then turn right into the driveway where the parade began (North parking lot). Parade line up is 4:30 at the high school. The parade start time will be 5:00 pm with the arrival at the football field at 5:40 pm.

Please let me know if there are questions or concerns.

Sincerely,

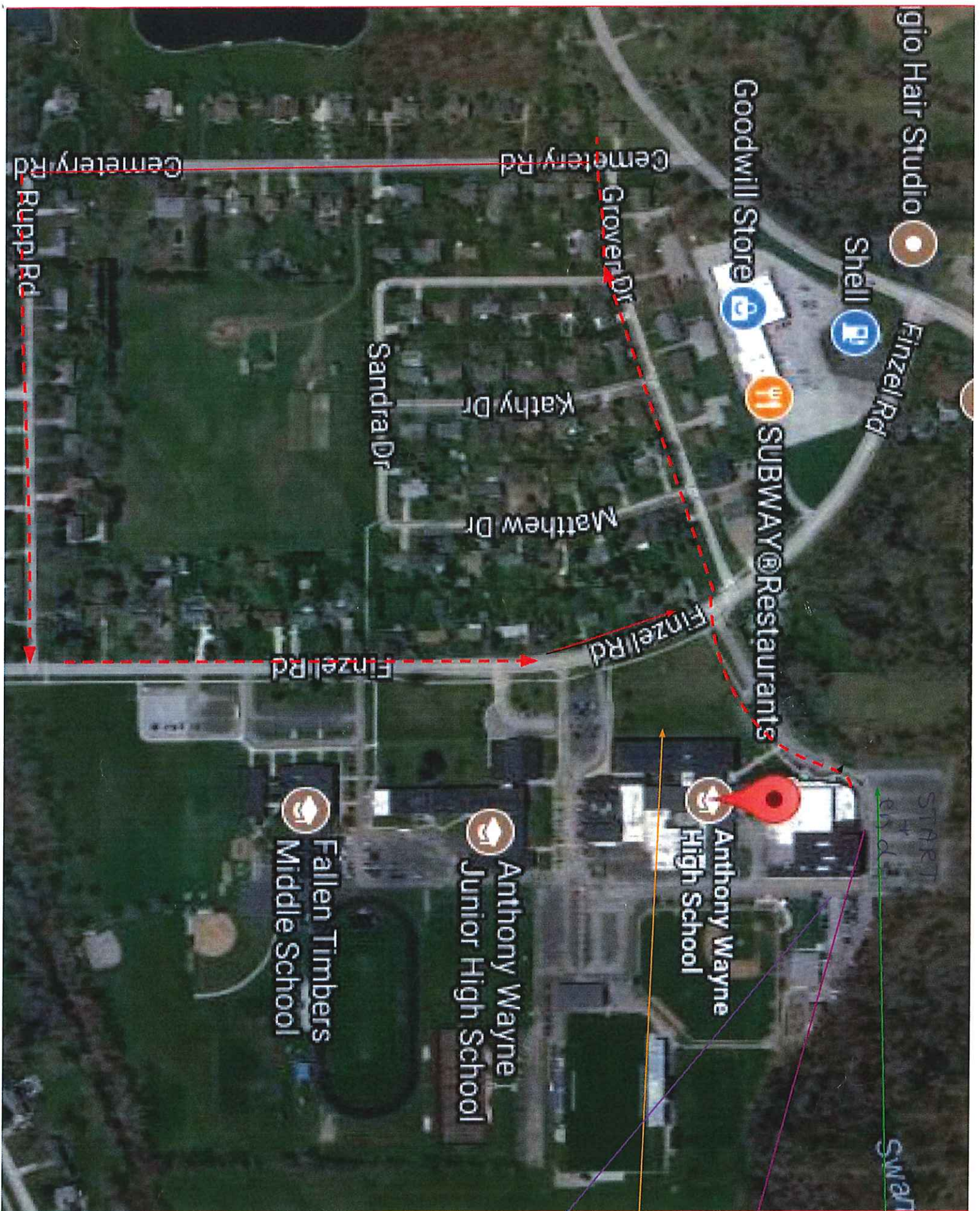
Janelle Patek

Asst. Principal

Anthony Wayne High School

**Mission Statement:** Anthony Wayne Local Schools will partner with our community to engage all students in educational opportunities empowering them to become active, responsible, and productive citizens in our global society.





igio Hair Studio

Shell

Finzell Rd

Goodwill Store

SUBWAY® Restaurants

Grover Dr

Cemetery Rd

Kathy Dr

Matthew Dr

Sandra Dr

Finzell Rd

Cemetery Rd

Rupp Rd

Anthony Wayne  
High School

Anthony Wayne  
Junior High School

Fallen Timbers  
Middle School

START

SWAN



# PROCLAMATION

**Whereas**, this year approximately 174,650 men will be diagnosed with prostate cancer in the United States – that's one man every 3.2 minutes and roughly 31,620 will die this year from the disease – which is 87 men every day; and

**Whereas**, in Ohio an estimated 5,340 new cases of prostate cancer will be diagnosed and an estimated 1,130 deaths will occur in 2019; and

**Whereas**, men with relatives – father, brother, son - with a history of prostate cancer are twice as likely to develop the disease; and

**Whereas**, prostate cancer is the most commonly diagnosed cancer in American men and the second leading cause of cancer death behind lung and colon cancer; and

**Whereas**, 1 in 9 men are diagnosed with prostate cancer in his lifetime. African American men are at the highest risk for the disease with the rate of 1 in 6 and 2.2 times more likely to die from the disease; and;

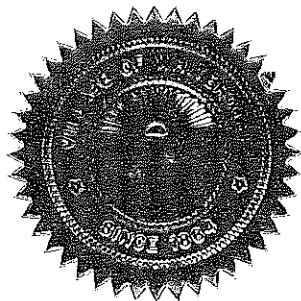
**Whereas**, Men who served in the military who have been exposed to chemicals and herbicides are at a higher risk for developing prostate cancer; and

**Whereas**, Education regarding prostate cancer and early detection strategies is critical to saving lives, preserving, and protecting our families. The economic and social hardship it has on the families is huge; Prostate cancer is estimated to cost over \$8 billion in direct medical expenditures; and

**Whereas**, Nearly 3 million men in the U.S. are living with a prostate cancer diagnosis; that number is estimated to climb to 4 million by 2024 as men in the baby boomer generation age; and

**Whereas**, all men are at risk for prostate cancer and we encourage the citizens of Whitehouse to increase the importance of prostate screenings.

**THEREFORE, I, Donald L. Atkinson, Mayor** of the Village of Whitehouse, Lucas County, Ohio, do hereby proclaim September as **Prostate Cancer Awareness Month** and encourage the citizens of Whitehouse, Ohio to increase the importance of prostate screenings



IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Village of Whitehouse, Lucas County, Ohio, this 17th day of September, 2019.

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Donald L. Atkinson, Mayor



**RESOLUTION NO. 20-2019**

**A RESOLUTION AUTHORIZING A CONTRACT WITH  
THE VILLAGE ZONING INSPECTOR, JACOB BARNES.**

WHEREAS, Jacob Barnes is currently engaged as the Zoning Inspector for the Village of Whitehouse, Lucas County, Ohio; and

WHEREAS, this Council is desirous of entering into a continuing independent contractor agreement with said Zoning Inspector.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO, three-fourths (¾) of all members elected thereto concurring;

**SECTION I:** That the Village Administrator is hereby authorized and directed to enter into an independent contractor agreement with Jacob Barnes as specifically stated and set forth in Exhibit A attached hereto and incorporated by reference herein.

**SECTION II:** It is found and determined that all formal actions of this Council, including any of its committees, concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council and the deliberations of this Council and any of its committees that resulted in such formal actions as contained herein were and are in compliance with all legal requirements as set forth by Village Charter.

WHEREFORE, this Resolution shall take effect and be in full force immediately upon its passage and approval as provided by law.

FINAL VOTE ON THE MEASURE:      Yeas: \_\_\_\_\_ Nays: \_\_\_\_\_

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

EFFECTIVE DATE OF THIS ORDINANCE: \_\_\_\_\_, 2019.

\_\_\_\_\_  
Mayor

ATTEST:

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Susan M. Miller, Clerk of Council

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Kevin A. Heban, Solicitor

INDEPENDENT CONTRACTOR AGREEMENT  
JACOB T. BARNES /  
VILLAGE OF WHITEHOUSE, LUCAS COUNTY, OHIO

This Agreement is effective the 1<sup>st</sup> day of January, 2020 by and between the Village of Whitehouse, Lucas County, Ohio (Whitehouse) and Jacob T. Barnes (Barnes) for independent zoning support.

WHEREAS, the Council of the Village of Whitehouse, Lucas County, Ohio has heretofore approved participation in a contract for the retention of Jacob T. Barnes as an independent contractor;

WHEREAS, the said contract agreement shall focus on zoning enforcement support as specifically enumerated hereinafter, and;

WHEREAS, the parties desire to create a harmonious working relationship between Whitehouse and Barnes so as to maintain the aesthetic beauty in Whitehouse;

NOW THEREFORE: In consideration of the mutual promises, terms and conditions contained herein, the parties agree as follows:

1. TERM: The initial term of this Agreement shall commence January 1, 2020, and continue until December 31, 2022.

2. TERMINATION: This Independent Contractor Agreement may be terminated at any time by either party by providing the opposing party thirty (30) days written notice by certified mail or personal delivery at the addresses indicated herein.

3. RENEWAL OPTION: This agreement may be renewed at the option of Whitehouse under all existing terms and conditions herein for an additional term of one (1) year. Said option to renew shall be exercised on or before July 1, 2022 by tender of written notice to Barnes by Whitehouse,

4. PAYMENT TO ZONING ENFORCEMENT CONSULTANT: Whitehouse shall pay to Barnes the sum of Sixteen Thousand, Two Hundred Dollars (\$16,200.00) annually for year 2020, the sum of Seventeen Thousand, Four Hundred Dollars (\$17,400.00) annually for the year 2021, and the sum of Eighteen Thousand, Six Hundred Dollars (\$18,600.00) for the year 2022. Said annual payment shall be paid in bi-weekly installments as the same shall be paid in the usual course of business by the Village of Whitehouse payroll staff

a. In the event of termination of this Agreement, the annual sum payment hereunder shall be prorated to the date of termination with any excess funds returned to Whitehouse within ten (10) days of the effective date of termination of this Agreement.

b. Additional Expenses - Any additional expenses including, but not limited to, mileage as accrued within the Village by Barnes while acting in an enforcement capacity, shall be paid, after submittal and final approval to Whitehouse of an itemized statement for same, in the regular course of business for the Village as to payment of similar invoices billed and expenses received by the Village.

5. INDEPENDENT CONTRACTOR STATUS: Whitehouse and Barnes agree that Barnes shall at all times act in the sole capacity of Independent Contractor in the performance of duties and obligations pursuant to this Agreement. Accordingly, Barnes acknowledges that he shall be personally responsible for the payment of all taxes, including Federal, State and local taxes as same shall arise out of the performance of his duties, obligations and responsibilities pursuant to this Agreement as and for himself and all agents or employees as so designated to perform said duties by Barnes. Barnes shall be solely responsible for Federal, State of Ohio, and local municipal income taxes arising from performance of duties by its agents or employees in the furtherance of this contract and further shall be responsible for Social Security Tax, Unemployment Insurance Tax, Workers Compensation and/or other taxes or license fees required by Barnes to complete performance of its contract obligations and duties herein.

a. No designated agent or employee of Barnes shall be designated or imputed to be an employee of the Village of Whitehouse, Lucas County, Ohio for any purpose whatsoever, at any time whatsoever.

6. NOTICES: All notices hereunder shall be sent to the respective party at the following address:

Village of Whitehouse  
c/o Administrator  
6925 Providence Street  
P.O. Box 2476  
Whitehouse, Ohio 43571  
And  
Jacob T. Barnes  
1116 Westchester Ave  
Napoleon, Ohio 43545

Said notice location shall be in full force and effect until specific written notice of change of said location shall be provided, in writing, by either party to the other party.

7. GENERAL SCOPE OF BARNES DUTIES AND SERVICES TO BE PROVIDED: The general scope of Barnes duties shall be to provide Whitehouse with personal support for all zoning violations, including but not entirely limited to:

a. To inspect and respond to any and all zoning violations reported in the Village of Whitehouse, and to take appropriate measures to work with the parties involved and/or possibly issue a violation as deemed necessary.

b. To provide a monthly zoning violations status report to the Village of Whitehouse Administrator to be shared with the appropriate parties such as Council, Zoning board, etc.

c. To attend any proceeding in the Maumee Municipal Court as necessary.

d. To handle any requests from the Village of Whitehouse. These may be completed outside normal business hours, except for when Barnes is required to appear in Court.

8. MISCELLANEOUS:

a. Cooperation Whitehouse and Barnes shall each use their best efforts in providing the services and plans contemplated by this Agreement. Further, they shall cooperate with one another, in so far as permitted by law and/or corporation bylaws, in the planning the scope and timing of all services, programs, events or other such activities to be contemplated now or in the future pursuant to this Agreement.

b. Assignment Neither this Agreement, nor the contract services rendered hereunder shall be assigned by Barnes to any third party without the express written consent of the Administrator of Whitehouse.

c. Time Expectation It is expected that this position will take approximately fifteen (15) hours per month. Both Parties understand that this is an average and that some months may require more time, and some months may requires less time.

d. Retention of Documentation and Records Pursuant to this Agreement Barnes shall maintain all books, records, data and account information generated pursuant to this Agreement for a period of three (3) years after termination of this Agreement. Whitehouse shall maintain all records pertaining to this Agreement in accordance with its duly approved records retention schedule pursuant to law.

e. Permitting Process Both Parties acknowledge that the permitting process will be administered by the Village of Whitehouse.

9. CONFIDENTIALITY: Barnes agrees that any and all information received by it during or in conjunction with the performance of any contract duties, obligations, presentations, inquiries or similar matters, or matters ancillary thereto shall be treated by Barnes, its officers, directors, employees and agents, in FULL CONFIDENCE and shall not be revealed, verbally, in writing or by electronic medium of any nature whatsoever, or in any other format to any person from or other persons, firms or organizations acting in concert with or under the auspices of Barnes without the prior written consent of the Administrator on behalf of Whitehouse. Barnes further agrees that any and all use, dissemination, comparison as and for data, or other matters ancillary thereto under this Agreement shall not occur other than as and for strict furtherance of this Agreement and not be utilized on behalf of Barnes as and for any third party or corollary organization not a specific party to this Agreement.

10. INDEMNIFICATION: Barnes shall indemnify and hold harmless Whitehouse, in all respects whatsoever, from any and all causes of action of whatsoever kind and nature, legal or administrative, from any action of Barnes arising out of the performance of its duties, obligations and responsibilities pursuant to this Agreement.

11. COMPLETE AGREEMENT: This Agreement contains the entire agreement between the parties as set forth with respect to the matters covered herein. No prior or other original agreement, contemporaneous agreement, original contract, representations, whether oral, written or in electronic medium shall be deemed to bind the parties hereto with respect to any subject matter of this Agreement except as specifically stated in this Agreement. This Agreement represents the full, final and complete understanding between the parties as stated and agreed this day and the parties specifically acknowledge that any amendment of this Agreement shall only be in writing. The parties fully acknowledge this Agreement to be the full, final and complete consulting business relationship agreement between the parties.

12. SEVERANCE: The determination by a court of competent jurisdiction that any term or condition of this Agreement shall be invalid shall not serve to invalidate any other specific term or condition of this Agreement,

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the day and year hereafter written,

**The Village of Whitehouse, Ohio:**

By: \_\_\_\_\_  
Jordan Daugherty, Administrator, pursuant to approval of the council of the Village  
of Whitehouse

Date: \_\_\_\_\_

\_\_\_\_\_  
Jacob T. Barnes

Date: \_\_\_\_\_  
t.

## September 17, 2019

08-06-19	1. July 31, 2019:	Income Tax Collection = \$1,877,658.25 Compared to last year = \$1,644,388.33 (12.81% increase) JEDD & JEDZ collections = \$1,367,777.45
02-19-19	2. Safety and Health Report:	Last lost time injury was January 14, 2019

09-14-18	1. Continue meetings with others seeking alternate water source
	2. Drafting of SR64 Corridor zoning plan
	3. Continue planning of village-to-city transition

<b>09-17-19</b>	<ol style="list-style-type: none"> <li data-bbox="297 947 1466 963">1. <b>The Preserve, Plat 2.</b> Plans under review. Construction is complete.</li> <li data-bbox="297 963 1466 982">2. <b>Witte Walk.</b> Final plans submitted and under review. Plans approved, sent to EPA for approval. Village has received approved water improvement plans. Construction started. 95% completed.</li> </ol>
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08-20-19

1. Two grant applications have been authorized by Council.
  - a. **Weckerly Road Resurfacing** – Joint application with Lucas County for OPWC funds. 2019 construction year. Weckerly Road from bridge at Swan Creek south to Lenderson, and all of Lenderson. Project has been approved for OPWC funding – 2019 project year. Started week of July 8, 2019. Completed.
  - b. **Bucher Road / Finzel Road** – Joint application with Lucas County for OPWC funds. 2020 construction year. Bucher to Village limits and Finzel Road. Weckerly to AWHs campus – 3 lane portion of roadway.
  - c. **State Rte. 64 Multi Use Trail & Bridge** – Made application for grant funding for the construction of a multi use trail and a bridge to connect the existing multi use trail on Waterville St. at Whitehouse Square Blvd. to the sidewalks at the Roundabout at Finzel Rd. and State Rte. 64. Grant funding is made available through a Surface Transportation Block Grant Program (STBGP) for a Transportation Alternative Program as part of the Transportation Improvement Program (TIP). Projects are expected to be awarded by October 16, 2019.
  - d. **Shepler Ave. & Providence St. (SR-64) Roundabout** – Made application for grant funding for the construction of a Roundabout at Shepler Ave. & Providence St. Grant funding is made available through the Ohio Statewide Urban

Congestion Mitigation/Air Quality (CMAQ) Program. Projects are expected to be awarded in the fall of 2019.

## **PARKS & RECREATION**

- 08-20-19      1.    **Veteran's Memorial Park** – Contract awarded to B& J Concrete. Site preparations are underway. Approximately 90% completed.

## **STREETS**

- 08-20-19      1.    **Weckerly Road Resurfacing** – this is a joint project application with Lucas County Engineer to mill and resurface Weckerly Road from Lenderson to the Village limits and Lenderson from Cable to Shepler. Project has been approved for OPWC funding – 2019 project year – Project completed.
2.    **Downtown Streetscape Phase 2** - Providence Street from Waterville Street to Lucas Street and Toledo to Maumee Street, including Veterans Memorial Park. Renew sidewalks, street trees, and areas between the sidewalks and curbs. In final engineering phase. Meeting held on 4/25/18 to explain construction process to downtown business owners. Out to bid 6/14-29/18. Bid opening scheduled for 6/29/18 at 1:00 pm. Bids rejected, will rebid soon. Project rebid with a bid opening scheduled for January. Bid awarded to B&J Concrete Construction.
3.    **Weckerly Rd. & Finzel Signalization** – In engineering with Poggemeyer Design Group. Out to bid for June 7<sup>th</sup> bid opening. Awarded to U.S. Utility Contractor Co., Inc. for \$173,231.04.

## **WATER**

- 02-19-19      1.    Meeting with potential water partners in effort to provide a reasonable, long term solution. Staff almost finished with due diligence process. Recommendations to be made soon. Continued review of option to ensue on 01/11/17. Meetings to consider a Regional Water District currently taking place. Review of additional alternate water options ongoing.

## **WASTE WATER**

- 08-20-19      1.    **Sanitary Sewer Trunk Main** –Working with Jones & Henry Engineering on the installation of a sanitary sewer trunk main to be constructed to replace current force mains and sewage pumping stations which are nearing the end of their useful life and needing replaced.

## **SANITATION**

## **MISCELLANEOUS**

- 08-20-19      1.    **Building Permits:** 30 new homes as of 08/30/2019.



**07-12-19**

**2. Public Works:**

1. Summer operations
2. Tree trimming and brush clearing
3. GIS mapping of Utilities – Public Service is working with Poggemeyer Design Group to map all water, sanitary sewer and storm sewer assets in the Village.
4. Curb inlet reconstruction – Steeplechase Subdivision & Claystone Subdivision.

**Boards and Commissions**

- A. Board of Zoning Appeals
  1. Pending approval of July 10, 2019, meeting
- B. Charter Revision Commission
  1. Pending approval of May 9, 2018 Meeting Minutes
- C. Fire Dependency Board
  1. Pending approval of February 27, 2019 meeting minutes
- D. Planning Commission
  1. Pending approval of May 6, 2019, meeting minutes
- E. Records Commission
  1. Pending approval of June 4, 2019, Meeting Minutes
  2. Pending 2019 Reorganization Meeting
  3. Pending Review of Records Set for Destruction in 2019
  4. Pending Review of Records Policies
- F. Tree Commission
  1. Pending approval of June 27, 2019 meeting minutes
  2. Pending Tree Inventory

**Council Committee of the Whole**

- A. Economic Development
  1. Pending Monitoring of Economic Development Plan (ongoing)
- B. Finance, Audit & Investment
- C. Franchise, Lands & Buildings
- D. Parks & Recreation
  1. Completion of Veterans Memorial Park
  2. Completion of Waterville Street Multi-Use Trail (Phase II)
  3. Pending review of implementation of projects in Whitehouse Park
- E. Public Services Committee
  1. Pending Discussion of New Downtown Traffic Signage (late summer)

2. Pending Discussion of Water Supply Options
3. Pending Discussion of Looping Water Lines via Stiles Road.

F. Personnel & Safety

1. Pending Consideration of Traffic Signal at Weckerly/Finzel Intersection

G. General

1. Pending review of Council project list

Note: If you wish to place an item on the Agenda, please let me know.



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## Zoning Enforcement Report –September 2019

As we get close to fall, the weather is getting ready to cool down a bit and so are the complaints. Fine progress continues to be taking place on many properties. It has been observed that even on properties that are not in violation, that improvements are being made. That is a very positive sign that residents are taking pride in their properties.

I have continued to work with Pro Hardware on a weekly basis to make progress. I spoke with the owner last week and they have been cooperative on improvements and have responded to my suggestions. They have been cleaning up the property in the back and are getting ready to do a complete replacement fence. I'm pleased overall at the progress I have observed. We can't change things overnight, but small progress over time adds up.

The overall look of the downtown area is really progressing nicely and will continue to have a good effect on local business. I have talked with a few business owners and have received many kind words about the direction of the Village. You are all to be commended for your part in this transformation of the Village of Whitehouse!

Respectfully submitted,

*Jacob T. Barnes*

Jacob T. Barnes

## Zoning Violation Report

**September 2019**

NAME	ADDRESS	VIOLATION LOCATION	VIOLATION	ACTION
Billings, Frank	10960 Helen Rd	Front, Rear	Grass, weeds	Re-inspected, property has made improvement and is being lived in now.
Burek, Gary	6414 Lenderson	Rear	Junk, debris	Re-Inspected, continuing to monitor.
Frastaci, Linda	6005 N. Texas St.	Front	Camper in driveway	Inspected, notice sent. It has been removed.
General Pro Hardware	6635 Providence	All	Junk Vehicle	Spoke to owner, ambulance is plated and will be moved. Cleanup is continuing to the rear and a replacement fence is being planned.
Green, Donna	10915 Otsego St.	Side	Vegetation, Vehicles	Inspected, no junk vehicles observed.
Louisville Title	6914 Texas St	All	Weeds around pond	We are having a review of the function of this retaining pond to see if it is working correctly or if a redesign or fix is needed.
MEC Properties	11158 Waterville St	Rear	RV stored in rear yard.	Inspected, viewed from adjacent property. Notice sent.
Providence Partnership	10922 Waterville St	Front	Pile of Furniture	Inspected, it has been removed.
Siebert, Mark	11164 Temperance St	Front	Complaint about driveway, shingles, and rear window	Property has been mowed on a regular basis. Sent a courtesy notice to property owner to see if front bushes can be trimmed.
Vascik, Michael	7304 Juneberry Ln	Side/Rear	Trees overgrowing property line	Inspected, No violation found.
<b>REFERRED TO PROSECUTOR</b>				
Albright, Angelia	10915 St. Louis	Rear	Junk, Debris	Spoke with Prosecutor. Case still in court. She pled NC and was found guilty and fined.
Siebert, Mark	11164 Temperance	Side, rear	Junk, Debris	Continue to monitor. Pending dismissal in December as long as no similar issues are found this year. Health Dept. violations still pending.
Wittes, John	10803 Waterville St	Rear	Junk and Debris	Charges filed with Prosecutor. Court date pending.